

# **EXHIBIT 19**

**DR PEPPER SNAPPLE GROUP**  
**WELFARE PLAN**  
**(Amended and Restated Effective May 7, 2008)**

DB1/62284208.1

# TABLE OF CONTENTS

	<u>Page</u>
ARTICLE I INTRODUCTION .....	1
1.1 Purpose of Plan .....	1
1.2 Plan Status.....	1
ARTICLE II DEFINITIONS.....	2
2.1 "Claims Administrator" .....	2
2.2 "Code".....	2
2.3 "Company" .....	2
2.4 "Covered Dependent" .....	2
2.5 "Dependent" .....	2
2.6 "Disability Policy".....	2
2.7 "Effective Date" .....	2
2.8 "Eligible Employee" .....	2
2.9 "Employee" .....	2
2.10 "Employer" .....	2
2.11 "ERISA" .....	2
2.12 "Life and AD&D Policy".....	3
2.13 "Open Enrollment Period".....	3
2.14 "Participant" .....	3
2.15 "Participating Employer".....	3
2.16 "Plan" .....	3
2.17 "Plan Administrator" .....	3
2.18 "Plan Year" .....	3
2.19 "Policies" .....	3
ARTICLE III PARTICIPATION .....	4
3.1 Eligibility to Participate .....	4
3.2 Commencement of Participation.....	4
3.3 Cessation of Participation .....	4
3.4 Reinstatement of Former Participant .....	4
ARTICLE IV ELECTION TO RECEIVE BENEFITS .....	5
ARTICLE V BENEFIT PAYMENTS.....	6
ARTICLE VI TERMINATION OF PARTICIPATION .....	7
6.1 Limitation on Covered Expenses.....	7

6.2	Date of Coverage Termination.....	7
ARTICLE VII	CONVERSION OF BENEFITS .....	8
ARTICLE VIII	FUNDING.....	9
ARTICLE IX	ADMINISTRATION.....	10
9.1	Named Fiduciary.....	10
9.2	Allocation of Fiduciary Responsibilities .....	10
9.3	Records .....	11
9.4	Other Powers and Duties of the Plan Administrator.....	11
9.5	Indemnification .....	12
9.6	Reliance on Tables, Etc.....	12
9.7	Claims and Review Procedures .....	12
9.8	Participant's Responsibilities.....	12
9.9	Missing Persons .....	13
9.10	Nondiscriminatory Exercise of Authority.....	13
9.11	Expenses .....	13
ARTICLE X	AMENDMENT OR TERMINATION OF PLAN.....	14
10.1	Amendment of Plan .....	14
10.2	Termination of Plan .....	14
ARTICLE XI	MISCELLANEOUS .....	15
11.1	Information to be Furnished.....	15
11.2	Limitation of Rights.....	15
11.3	Benefits .....	15
11.4	Nonassignability of Rights.....	15
11.5	No Guarantee of Tax Consequences.....	15
11.6	Indemnification of Employer by Participants .....	15
11.7	Severability .....	16
11.8	Construction of Terms .....	16
11.9	Choice of Law/Jurisdiction and Venue.....	16
11.10	No Vested Interest.....	16
11.11	No Guarantee of Employment .....	16
11.12	Adoption by Successor Employer or Affiliates .....	16
11.13	Bonding.....	16
ARTICLE XII	POLICIES .....	18
ARTICLE XIII	PARTICIPATING EMPLOYERS.....	19
13.1	Adoption by Other Employers .....	19
13.2	Requirements of Participating Employers .....	19

13.3	Designation of Agent .....	19
13.4	Employee Transfers .....	19
13.5	Discontinuance of Participation .....	19

**9.3 Records.** The Plan Administrator shall exercise such authority as it deems appropriate in order to comply with the terms of the Plan relating to the records of Participants and the amounts which are payable under the Plan. The Plan Administrator shall make available to each Participant such of its records under the Plan as pertain to him for examination at reasonable times during normal business hours.

**9.4 Other Powers and Duties of the Plan Administrator.** The Plan Administrator and any other persons designated by the Plan Administrator, except as otherwise set forth in the applicable Policy, shall have all powers necessary or desirable to administer the Plan, including, but not limited to, the following:

- (a) in its sole discretion, to construe and interpret the Plan, reconcile errors and supply omissions in the Plan, and decide all questions of eligibility;
- (b) to prescribe procedures to be followed by Participants in making elections under the Plan and in filing claims under the Plan;
- (c) to prepare and distribute information explaining the Plan to Participants;
- (d) to obtain from Participants such information as shall be necessary for the proper administration of the Plan;
- (e) to appoint individuals or committees to assist in the administration of the Plan and to engage any other agents it deems advisable, including legal and actuarial counsel;
- (f) to purchase any insurance deemed necessary for providing benefits under the Plan;
- (g) to accept, modify, or reject elections under the Plan;
- (h) to promulgate election forms and claims forms to be used by Participants;
- (i) to prepare and file any reports or returns regarding the Plan required by the Code, ERISA, or any other laws;
- (j) to determine and announce any Participant contributions required hereunder;
- (k) to determine and enforce any limits on benefits elected hereunder;
- (l) to take such action as may be necessary to cause the payroll deduction of any Participant contributions required hereunder;
- (m) to, notwithstanding any other provision of the Plan, in the event the Plan Administrator determines that as a result of administrative or arithmetic error, it has, with respect to one or more Employees, incorrectly determined eligibility for participation, job classification, or other items involving or concerning the continued qualification of the Plan under the Code, and determines further that



such error has resulted in one or more Employees receiving a smaller (or greater) benefit provided by the Plan than they would have in the absence of the error, take such steps as shall be necessary or appropriate to correct such error with respect to the affected individuals, utilizing whatever method will result in the least overall cost to the Plan; and

- (n) to recover overpayments erroneously made from the Plan to Participants, beneficiaries, or others utilizing whatever method will result in the least overall cost to the Plan.

**9.5 Indemnification.** The Company and the Employers agree to and shall indemnify and hold harmless each Indemnified Person (as defined in this Section) from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including all expenses of litigation, court costs and reasonable attorney's fees, incurred in connection with the Plan. "Indemnified Person" shall mean each employee, officer or director of the Company or of an Employer acting as a fiduciary of the Plan. Such indemnity shall apply regardless of whether the claims, losses, damages, causes of action, suits, or liability arise in whole or in part from the negligence or other fault on the part of the Indemnified Person, except to the extent there has been a final adjudication that the claim or liability results from the gross negligence or willful misconduct of the Indemnified Person.

**9.6 Reliance on Tables, Etc.** In administering the Plan, the Plan Administrator will be entitled, to the extent permitted by law, to rely conclusively upon all tables, valuations, certificates, opinions and reports which are furnished by accountants, counsel or other experts employed or engaged by the Plan Administrator.

**9.7 Claims and Review Procedures.** The Claims Administrator shall follow the claims and appeals procedures set forth in the applicable Policy.

**9.8 Participant's Responsibilities.** Each Participant shall be responsible for providing the Plan Administrator and the Company with the Participant's, Covered Dependent's and beneficiary's current address. Any notices required or permitted to be given under this Section shall be deemed given if directed to such address and mailed by regular United States mail. Neither the Plan Administrator nor the Company shall have any obligation or duty to locate a Participant, Covered Dependent or beneficiary. In the event that a Participant, Covered Dependent or beneficiary becomes entitled to a payment under the Plan and such payment is delayed or cannot be made because:

- (a) the current address according to Company records is incorrect;
- (b) the Participant, Covered Dependent or beneficiary fails to respond to the notice sent to the current address according to Company records;
- (c) of conflicting claims to such payments; or
- (d) of any other reason.